

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JEFF BARTELS,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

No. 23-cv-00280

Judge John F. Kness

FINAL JUDGMENT ORDER

IT IS ORDERED THAT judgment is entered in favor of Plaintiff JEFF BARTELS (“Bartels” or “Plaintiff”) and against all Defendants identified in the attached First Amended Schedule A who have not otherwise been dismissed from this action (the “Defaulting Defendants”).

Defaulting Defendants have sold products using infringing versions of Jeff Bartels’s federally registered copyrights which are protected by United States Copyright Registration Nos. VA 2-301-714; VA 2-302-820; VA 2-302-325; VA 2-302-800; VA 2-302-557; VA 2-302-927; VA 2-301-715; VA 2-302-324; VA 2-301-717; VA 2-302-813; VA 2-302-539; VA 2-301-718; VA 2-301-965; VA 2-302-815; VA 2-302-548; VA 2-301-709; VA 2-301-953; VA 2-303-003; VA 2-302-551; VA 2-301-960; VA 2-301-966; VA 2-302-930; VA 2-302-544; VA 2-302-816; VA 2-302-545; VA 2-302-547; VA 2-302-558; VA 2-302-927; VA 2-302-554; VA 2-302-555; VA 2-302-540; VA 2-301-957; VA 2-301-964; VA 2-302-817; VA 2-302-548; VA 2-302-270; VA 2-301-989; VA 2-302-272; VA 2-302-809; VA 2-301-712; VA 2-301-716; VA 2-302-814; VA 2-302-315; VA 2-301-968; VA 2-301-971; VA 2-302-273; VA 2-302-818; VA 2-302-266; VA 2-301-972; VA 2-302-276; VA 2-301-991; VA

2-302-253; VA 2-301-974; VA 2-302-048; VA 2-302-057; VA 2-302-056; VA 2-302-505; VA 2-301-944; VA 2-321-928; VA 2-302-083; VA 2-302-082; VA 2-301-949; VA 2-302-507; VA 2-301-947; VA 2-301-915; VA 2-302-046; VA 2-302-053; VA 2-302-049; VA 2-302-470; VA 2-302-496; VA 2-302-084; VA 2-301-923; VA 2-302-044; VA 2-302-473; VA 2-302-054; VA 2-302-051; VA 2-301-851; VA 2-302-504; VA 2-302-205; VA 2-302-503; VA 2-302-045; VA 2-302-043; VA 2-302-061; VA 2-302-062; VA 2-302-060; VA 2-302-378; and VA 2-302-058 (“Jeff Bartels Works”). Defaulting Defendants are liable for willful federal copyright infringement (17 U.S.C. §504).

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:

a. using the Jeff Bartels Works or any reproductions, infringing copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Jeff Bartels product or not authorized by Jeff Bartels to be sold in connection with the Jeff Bartels Works;

b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Jeff Bartels product or any other product’ produced by Jeff Bartels, that is not Jeff Bartels or not produced under the authorization, control, or supervision of Jeff Bartels and approved by Jeff Bartels for sale under the Jeff Bartels Works;

c. committing any acts calculated to cause consumers to believe that Defaulting Defendants’ products are those sold under the authorization, control, or supervision of Jeff Bartels, or are sponsored by, approved by, or otherwise connected with Jeff Bartels; and

d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or

inventory not manufactured by or for Jeff Bartels, nor authorized by Jeff Bartels to be sold or offered for sale, and which bear any of Jeff Bartels Works, including the Jeff Bartels Works, or any reproductions, infringing copies or colorable imitations.

2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Defendant Internet Stores, including, without limitation, any online marketplace platforms such Amazon Payments, Inc. ("Amazon") (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:

a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Internet Stores, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell infringing goods using the Jeff Bartels Works; and

b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Jeff Bartels Works or any reproductions, infringing copies or colorable imitations thereof that is not a genuine Jeff Bartels product or not authorized by Jeff Bartels to be sold in connection with the Jeff Bartels Works.

3. Upon Jeff Bartels's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of infringing goods using the Jeff Bartels Works.

4. Under 17 U.S.C. § 504(c)(2), Jeff Bartels is awarded statutory damages from each of the Defaulting Defendants in the amount of fifty thousand dollars (\$50,000) for willful use of infringing Jeff Bartels Works on products sold through at least the Defendant Internet Stores.

5. Any Third Party Providers holding funds for Defaulting Defendants, including Amazon,

shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.

6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as Amazon, are hereby released to Jeff Bartels as partial payment of the above-identified damages, and Third Party Providers, including Amazon, are ordered to release to Jeff Bartels the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.

7. Until Jeff Bartels has recovered full payment of monies owed to it by any Defaulting Defendant, Jeff Bartels shall have the ongoing authority to commence supplemental proceedings under Rule 69 of the Federal Rules of Civil Procedure.

8. In the event that Jeff Bartels identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Jeff Bartels may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Jeff Bartels and any e-mail addresses provided for Defaulting Defendants by third parties.

9. The ten thousand dollar (\$10,000) surety bond posted by Bartels is hereby released to Bartels or Plaintiff's counsel, Keith Vogt Ltd., 33 West Jackson Boulevard, #2W, Chicago, Illinois, 60604. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Bartels or Plaintiff's counsel.

This is a Final Judgment.

SO ORDERED in No. 23-cv-00280.

Date: June 16, 2023



JOHN F. KNESS
United States District Judge

First Amended Schedule A

No.	Defendants
1	groundt3
2	yangwendedian
3	weeyepan4
4	Huijiaren
5	WangCai Store
6	MGXWJS
7	Asamour
8	ThsiJJ
9	Virtuee
10	Yidamm
11	PqOUqqOA
12	tong shan xian yao tong bai huo dian
13	Nuolang
14	Todeyya
15	woobuing
16	WEIGUOXIANG
17	64HYDRO
18	IeMEead
19	FUNDESIGN-Direct
20	bai tuo shop
21	Upetstory
22	Li Yi Trade
23	ShangGuang20
24	yangongfa
25	NIUNIA
26	PuTianShiChengXiangQuLiQingJinWenJuDian
27	Feierniang
28	xinmugto
29	luyubo
30	Wind gt
31	quanzhouzhuotairongshuoxinxikejiyouxiangongsi
32	Gogoing Store
33	
34	Pubei County Yangfeng Breeding Co., Ltd.
35	Funny Diy Store
36	

37	OOshop
38	feipengmisschen
39	Cullinan Shop
40	ynkmzhsmxgs
41	OwnInterest
42	Homiez Store
43	nanninghangweimaoyiyouxiangongsi
44	JLABBIN SHOP
45	LULOSTORE
46	HUGSIDEA
47	UNICEU
48	Pet-fairyland
49	WoolInterest
50	NIUJINMALI-Direct
51	SOUTR Wall Art
52	Guangzhou Nansha chaoye Trading Co., Ltd
53	sai pao le
54	NinaStore Shop
55	LiaoNingYiLianMaoYiYouXiaongSi
56	MHGiftStore
57	WaKking
58	QCustom
59	Jeffrey Desmond Zlata
60	Giangnguyenshop
61	Tan.Duyyheka
62	baoleviet
63	LUHANuu
64	Empty Sato
65	GreenInterest
66	TALOGEM
67	PHAM THI THANH NHAN STORE
68	ZIM ZIM
69	ZHOU SHOUKUAN 6
70	wowblanket
71	LUVINGRACE
72	Multihome Store
73	Sunturtle
74	Rop Store
75	YOUMEUP Store
76	KLineStore
77	liyingyingsm
78	SHIQINKUN
79	ASFWFWFWFW4ERHHDG

80	tianjinrouyi 🌀 12-25 Days Delivery
81	USGallery
82	Evangelia YM (15-20 Day Delivery)
83	Guangzhou Chuncao mushen e-commerce Co., Ltd
84	LinCustom
85	TongShanXianLuoKangBaoShangMaoYouXiangongSi
86	Anhudjcusn
87	wucun
88	wiaekosef
89	Aldemen
90	KEROM
91	LXS Shop
92	Newraturner
93	JZCreator
94	BAODAA
95	HTTYTRYT
96	Farbiunu US store
97	BlueInterest
98	Yisharuier
99	HEVITDA
100	♂ Tigivemen ♂ New store ON SALE ! ! Highest 80% 💧
101	
102	
103	Som Lam
104	Thanhahdtub
105	Ivarunner
106	WEnTiAn
107	Ananas Pru Store
108	DO THI CHAM
109	TrungHieuStore
110	WOWPersonalTailor
111	LiCustomGift
112	Printera
113	backpackzone
114	liquanquanus
115	Hodlors
116	jipengya
117	CORKIFY
118	Abiko Fashion
119	CentZ Story
120	GCBXUYJHDSACXQ
121	Chapeau-Chic
122	UYEN-PRO-LS
123	CHAUD STORE
124	GG Shoping
125	Arana Gifts

126	KASMAN KANANGA
127	Teechopchop
128	G-C Store
129	yunnanlusongmaoyiyouxiangongsi
130	Moda-Bella
131	雨花台区霞萱殷体育用品经营部
132	zhangchanglongbeimei
133	
134	Heilong
135	violekcase
136	Vedolay
137	CapsA
138	Gufindle
139	DUlalaWei
140	ZacharyMarcus
141	CHICKYCLOTHING
142	feidongxianfouzanwangluokejiyouxiangongsi
143	unique56
144	jiangbaidouyingbaihu
145	Daole shop
146	Xinantime
147	duolawenhua
148	yunnankaishaliushangwuyouxiangongsi
149	aboedian
150	Messigaot
151	EKIYVO(已备案,跟卖秒投)
152	Leudy Diaz
153	Meikosks
154	charmsamx
155	Lyibao
156	WJSXC
157	Shakumy 🛎️ 🐼 offers up to 50% off ! ! !
158	PLTT89
159	Aniywn
160	Lanling County Jingxing Trading Company
161	50% off - VEKDONE
162	diamon·d
163	VIVIYY
164	KIKX0DE
165	Hotkey
166	LBJTAKDP
167	Interestdify
168	qinhanxinchengyajiebaihuodian
169	BoDiQiChe
170	qunshengbaihuo

171	T0 shop
172	◆Clearance Sale ◆Prime Day
173	WY Tong
174	Tenworld
175	muning123
176	YUehswet
177	Auwer
178	DIOMOR
179	♥ SARUEYI Womens Clothing♥
180	F_topbu
181	YUSDEE
182	SEAOPEN
183	OFF 50% US Womens Clothes Store
184	Oufuyi
185	BEIMEITU
186	Ray S Bowen
187	hainanpingsheishangmaoyouxiangongsi
188	EFGWSDER
189	MOPPOK
190	Zhichang
191	Chengdu Qin Kai Shiji Trading Co., LTD
192	weifangchunhuishangmaoyouxiangongsi
193	suowenchina
194	FenNisa
195	PJINFAN
196	lixileius
197	Dalitwan
198	Aayomet☆10-15 Days Delivered☆
199	TOMIN(Delivery Time 8-20 Days)
200	THOKCI